

## GENERAL INFORMATION

**DUES:** The Fawn Island financial year is from 1 October through 30 September. Membership dues are due by the end of December. Late charges are applied. New members are assessed \$2,000.

**FAWN ISLAND FERRY AND BARGE:** Ferry service from the Fawn Island parking area (see map) to the Island is available on call to the caretaker, given a two-hour notice. There is a charge for each way. The ferry is available from May through at least October. The barge may be used by members. Arrangements for use of the barge should be made with the caretaker and there would be a charge.

**PARKING:** Free parking is available directly across from the Island. The parking area is owned by Sombra Township. Given the large number of members using the parking area, please park close so that your neighbor arriving later will have space.

**WATER SYSTEM:** Fawn Island has a direct link with the main water line which extends from Sarnia. The cost of water is apportioned evenly among members and is included in the dues. The FI system is in operation May through at least October.

**CLUBHOUSE & OTHER FIOA PROPERTY:** Members may reserve and use the clubhouse for private parties. Reservations for the clubhouse may be made by contacting the FIOA Hospitality Representative (see telephone list). The clubhouse grounds, all common walkways, the canals and Hodgson Park are for the exclusive use of members. See page 14 for Clubhouse rules.

**EMERGENCY (911) SERVICES:** Call 911 for all medical, fire and police emergencies.

**COMMERCIAL FERRY SERVICE:** Ferry service between Sombra and Marine City is provided by Blue Water Ferry all year (weather allowing). Hours of service may vary but generally are 7:00 a.m. - 11:00 p.m. 7 days a week. Call 519-892-3879 for more information.

**TRASH COLLECTION:** Trash is collected every Monday morning unless Monday is either a Canadian or a U.S. holiday in which case the collection is delayed one day. Members are asked to use the recycling bins, which are located behind the shed and next to the clubhouse, for glass, cans, plastic bottles, etc.

# FAWN ISLAND PROTECTIVE AGREEMENT AND BY-LAWS

## FAWN ISLAND PROTECTIVE AGREEMENT

Amended June 15, 1968, September 3, 1972, June 17, 1979, June 24, 1984 and July 14, 1990, Sept 10. 2005 and July 21, 2012.

THIS AGREEMENT made as of this fifteenth day of October, A.D. 1956.

WHEREAS the undersigned parties hereto are the owners of certain lands situated and being part of Fawn Island in the River St. Clair, and desire to provide by this agreement for the orderly development and the protection of its property values and amenities of the same. NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto have agreed as follows:

1. Fawn Island Owners Association shall stand seised of the lands and canals on said Island, hereinafter specified, upon the following trusts:

a/. The canals now existing or in process of excavation or hereafter to be excavated in parts of Gleeson Avenue, Gleeson West Drive, Fawn Street, and parts of lots 93 to 133 inclusive, (all as shown on Plan 24 for the Township of Sombra) shall be held in trust as follows: **A passage way no less than 14'-0 from each side of centerline of the canal (28'0 total) shall be free of any permanent structures. Any permanent structures or seawall to be installed in the canal right of way must have approval of the Canal Committee (made up of three people appointed by the Fawn Island Council) and the Fawn Island Council.** The central portion of such canals shall be free and remain free and common passage for the water-borne traffic of the parties hereto, their successors in title, servants, and bona fide personal invitees only; and not for public traffic. The fifteen feet, more or less, of said canals lying on either side of said central free way shall be held in trust for the owner or owners (from time to time) whose lands abut thereon, for the purpose of mooring boats therein, or such other purpose as the said owner or owners may request and the said Trustee or its successors may in writing approve.

b/. The closed streets on said Island, save except the canalized portions which shall remain subject to the trusts set out in paragraph a/. hereof, (subject also to the system of private pathways established by the Orders of His Honour Judge Shaunesey dated April 24, 1956, and September 7, 1956, and subject also, in the locations indicated in subparagraph c/. hereof, to the easement set out therein) shall be the absolute property in fee simple of the owner or owners thereof, free from any trust except as stated herein.

c/. It being intended that the canals in said closed streets, of approximately fifty feet in width, shall follow a meandering course in the sixty-six foot width of said streets (for the purpose of preserving certain desirable trees now standing in said streets) leaving narrow strips of varying widths between the canal proper and the private pathway adjoining the same, it is understood that all portions of the closed streets (or of other lands where the said canals are excavated elsewhere than in the course of said streets) lying in narrow strips between the aforesaid canals and the adjoining private pathways, shall be subject to an easement or right of the Trustee, and its

successors, to use the same for the maintenance, widening or improvement of the said canals or the private pathways adjoining the same; and for the erection, maintenance, or alteration of any utilities which may now or hereafter be installed upon the said Island, (such as electricity, water mains, telephone, sewer, or the like) and to a right of pedestrian passage for the persons entitled to use the said private pathways, such right being subject to the Trustee's right aforesaid, and subject to such uses, in trust for the benefit of the owners immediately abutting thereon.

d/. Lots 54, 106, 107 and all that part of Fawn Street lying West of the intersection of Fawn Street, and Gleeson West Drive, (subject, where the same exist, the private pathways established by the Judge's Orders amending said Plan 24) shall be held in trust by the Trustee and its successors; to be used as sites for a common beach, park, playground, community building or club house, canteen, caretaker's-quarter, mooring basin and docks, or such other purpose as the Trustee or its successors may approve; being for the general benefit of all parties hereto, their successors in title, servants, and bona fide personal invitees only, and not for the general public. Provided that the Trustee or its successors shall be at liberty to reserve not more than one-half of the mooring space available in said mooring basin, for the purpose of dividing the same into private boat-berths and attaching the same to the same to any parcels of land on said Island which lack canal frontage.

e/. The Fawn Island Owners Association shall maintain all canals as defined in paragraph (a) hereof, to a minimum of five (5') feet in the central portion of the canal. Further, the Association shall maintain the existing canals at their current width, subject to the provisions of paragraph (c) hereof. (Added July 14, 1990)

4. All owners of parcels of said lands shall be deemed to be members of an incorporated society (with any other property owners on said Island, who may hereafter be admitted) which may be (but need not be) known as the "Fawn Island Owners Protective Association", which shall act through a Trustee or Trustees as hereinafter set forth in Schedule "A" attached hereto.

Roberts Rules of Order revised and Roberts Parliamentary Law shall apply on all questions of procedure ... not specified in these by-laws.

5. Until 12 parcels of said lands have been sold, the Trustee shall be the Subdivider; not later than 30 days after sale of twelfth parcel, the Subdivider shall call a general meeting of said parcel owners, or not less than ten days' notice by registered mail, at which meeting further trustees may be elected, and by-laws and any measures relating to the objects of this agreement may be decided upon, not inconsistent with the provisions of this agreement, save as provided in Paragraph 6 hereof.

6. Any property owners, at any meeting of said association may cast, in person or by proxy, one vote for each parcel; provided that no measure involving expense to any property owner or altering the provisions of this agreement shall be carried without two-thirds majority of all votes cast at such meeting.

7. It is understood that after approval at a meeting of said Association, and subject to paragraph 6 hereof, the Association may hereafter have power to undertake all such measures as may be for the general benefit of the members, including, without limiting the

generality of the foregoing, the enforcement or alternation of the provisions of this agreement, approval of purchasers and plans, the establishment and maintenance of desirable services, such as caretaker, ferry, water supply, garbage collection, pathways, common beach or dock, and the like; and that the pro rata cost thereof may be billed to each property owner of each parcel, and shall be and remain a charge upon each parcel with interest at 10% until paid.

8. All such assessments or charges shall be made upon a reasonable and equitable basis, having regard to the proportionate benefit derived therefrom.

9. Any property owner considering himself aggrieved by any decision of the Trustee or the Association, may appeal to a Justice of the District Court of Ontario, as arbitrator, whose award, including the costs of the arbitration shall be final and binding.

#### Schedule "A"

### BY-LAWS OF THE FAWN ISLAND OWNERS ASSOCIATION

#### Article I - Officers and Election of Officers

1. The Officers of the Fawn Island Owners Association shall be as follows: President, Vice-President, Secretary, Treasurer, and three (3) Councillors. These elected officers shall constitute the Fawn Island Council.

2. The election of officers shall take place at the Fall Meeting.

A Nominating Committee shall be appointed by the Council prior to the Spring Meeting, for the purpose of nominating members of the Association to serve on the Fawn Island Council. The Nomination Committee shall consist of three (3) members, in good standing, of the Association.

The report of the Nomination Committee shall be circulated to all members of the Association fourteen (14) days prior to the Fall Meeting. Further nominations may be made at the Fall Meeting, provided that the nominee is present, or has given his or her consent in writing to stand for the position to which he or she has been nominated. Nominations for each position shall be opened at the Fall Meeting, and nominations for each position shall be closed before nominations are opened for the next senior position on the Council. Nominees shall be entitled to stand for only one office on the Council.

The President shall be a person who has served a minimum of two years on the Fawn Island Council. No member who is in arrears of fees or charges established by the Association shall be entitled to serve on the Fawn Island Council.

3. Elections held at the Fall Meeting shall be by secret, preprinted ballot, in the event that there is more than one nominee for each position on the Fawn Island Council.

A Returning Officer shall be appointed by the Fawn Island Council for the purpose of conducting the said election, and such Returning Officer shall be responsible for the running of the election, including the counting of ballots. The Returning Officer may appoint three (3) Scrutineers to assist in the handing out of ballots, in his or her own discretion.

Members of the Association may vote at the Fall Meeting by proxy, if such proxy is properly presented to the Secretary of the Association prior to the meeting.

Each nominee for a position on the Council shall be entitled to address the Fall Meeting after nominations have been closed for a period of two minutes per nominee. Nominees for the position of President shall address the meeting first, followed by Vice-President, Secretary, Treasurer, and the nominees for the position of Councillor.

4. In the event that a vacancy on the Fawn Island Council occurs between elections, such a vacancy may be filled by the Council, save and except in the event of a vacancy in the office of President, whereupon the Vice-President of the Council shall serve the remainder of the term of the President. A vacancy in existence at the time of the Fall Meeting at which an election shall take place may be filled by a nomination, and election from the members at large.

5. The President, Vice-President, Secretary and Treasurer of the Fawn Island Council shall be elected for a two-year term, to commence following their election at the Fall Meeting.

A Councillor will be elected to serve for a three year term, with one Councillor to be elected at each and every Fall Meeting, on a rotating basis.

## ARTICLE II - Duties of the Fawn Island Council

1. The President may appoint a historian, and a parliamentarian.

The President shall appoint the Chairperson of the following Standing Committees of the Fawn Island Council:

Budget and Finance (consisting of the President, Treasurer, and one other member appointed by Council)  
Island Improvement  
Facility Maintenance  
Building Regulations  
Public Relations & Hospitality

The Chairperson of each Standing Committee shall appoint the remainder of the members of the committee, subject to the approval of the Fawn Island Council, who shall serve on such committee for a two year term.

2. The President shall serve as an ex-officio member of all Standing Committees.

3. The Standing Committees shall bring such reports to the Fawn Island Council, or to the membership in meetings at large, as may be necessary from time to time.

4. The President of the Fawn Island Council shall have the general duties of supervising activities on the Island, chair all meetings held on the Island, and supervise the protective agreement, and by-laws of the Association.

5. The Vice-President shall chair all meetings in the absence of the President of the Association. Further he shall be the chairperson of the Facility Maintenance Committee, which committee shall specifically oversee the caretaker employed by the Fawn Island Owners Association.

6. The Secretary of the Association shall keep an accurate record of all business conducted at meetings of the Association, or of the Fawn Island Council, and shall produce minutes of such meetings for production to the members of the Association from time to time, as requested. The Secretary shall receive all written reports from the Standing Committees, and shall conduct all correspondence, maintain the records of the Council, and the Association, and issue notices to all owners of any meeting of the members of the Association, as may be required by these By-Laws.

7. The Treasurer of the Fawn Island Owners Association shall receive all funds on behalf of the Association, issue receipts as required, make disbursements of funds as authorized by the Council, and keep accurate records of all funds and disbursements. The Treasurer shall also maintain the bank accounts of the Association, which accounts are to be held at a Schedule "A" Chartered Bank in Canada, as defined by the Bank Act of Canada.

The Treasurer shall submit a report of the state of the financial affairs of the Association at each meeting of the Association, and submit his records to an audit at the end of each fiscal year. The Treasurer shall also send notice of assessments of dues to each property owner, and report any delinquencies in the collection of such assessments to the Council.

8. The Councillors, in addition to the President, Vice-President, Secretary and Treasurer, shall have general administrative control over the affairs of the Association, and conduct such business of the Association as may be necessary from time to time, concerning the welfare of the Island, and the recommendations of any of the Standing Committees. The Fawn Island Council shall meet monthly during the months of May, through to October of each and every year, or more often as may be required by the President, or by three members of the Council in writing, upon notice to all members of the Council.

### ARTICLE III - Meetings of the Association

1. There shall be three General Meetings of the Fawn Island Owners Association each year, scheduled as follows:

(a) Spring Meeting - 3rd Saturday of May

(b) Summer Meeting - 3rd Saturday of July

(c) Fall Meeting - 2nd Saturday of September

2. Further general meetings (hereinafter called "Special Meetings") of the Fawn Island Owners Association may be held at such times as may be necessary upon fourteen (14) days written notice to the members of the Association, as directed by the President of the Fawn Island Council, or by a majority of the Fawn Island Council.

3. (a) - Voting - At each General or Special meeting of the Association, each member shall be entitled to one vote. Membership of the Association shall be on the basis of one parcel, one vote. (A parcel shall be defined by whether or not an Association fee is paid for same. In the event that one owner should pay two or more association fees, they shall be entitled to a corresponding number of votes. A parcel shall be the subject of an Association fee only if it is capable of supporting a residential dwelling as defined in the protective agreement.) A member, to be entitled to the said vote, shall be a member in good standing, and shall not be entitled to vote in the event of any default in payment of fees or charges established by the Association.

(b) - Quorum - One member more than one-half of all of the members of the Association shall be required for a quorum to conduct any business at a General or Special meeting of the Association.

(c) - Proxy - Members of the Association may be represented at such General or Special meetings of the Association by written proxy submitted to the Secretary of the Association prior to the commencement of the meeting.

4. A majority of the Fawn Island Council will constitute a quorum for the purpose of transacting any business at meetings of the Fawn Island Council. Members of the Fawn Island Council may not be represented by a written proxy at meetings of the Fawn Island Council.

#### ARTICLE IV - Amendments to By-Laws

1. The by-laws of the Fawn Island Owners Association may be amended at any General or Special Meeting of the Association by two-thirds (2/3) of all members of the Association in attendance at the meeting. Notice of any proposed amendment to the by-laws of the Association, or to the Protective Agreement, shall be made upon fourteen (14) days in writing to all members of the Association, or by presentation of the proposed amendment at a General Meeting of the Association, at least fourteen (14) days prior to the meeting at which a vote may be held on the said amendment.

2. Upon passage by the required two-thirds (2/3) of the members of the Association, such amendments to the by-laws become effective forthwith.

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*The following rules have been adopted by the FIOA.*

Effective January 1, 1991, purchasers of property on Fawn Island who are not members of the Fawn Island Owners Protective Agreement, are required to pay an initial assessment of \$1,000 to the Fawn Island Owners Association. *14 July, 1990. Inherited property is exempt.*

No signs, billboards, or advertising matter of any kind (except usual sale signs) may be displayed. *Original Protective Agreement.*

No building or structure of any kind shall be erected or placed upon the twenty feet of each owner's lands next adjoining any private pathway, without the consent in writing of the

Trustee or its successors and the said twenty foot strip shall be subject to an easement for the erection, maintenance, or improvement, with the consent of the Trustee, of public utility lines or mains. *Original Protective Agreement.*

No aerial for television, radio or otherwise, nor satellite receiving dish, shall be placed upon the lands so as to interfere with the lands held in trust by the Association, or in any way which interferes with the lawful enjoyment of any neighboring property. *14 July, 1990.*

No dwellings, buildings, fences or structures of any kind shall be commenced upon any part of the said lands, until plans, specifications and plot plans showing the location thereof, have been submitted to the Trustee or its successors and approved in writing; nor shall any alteration therein be made thereafter without written approval of the Trustee or its successors. *14 July, 1990.*

No tent, or other such portable structure, shall be erected upon any of the lands or premises located on Fawn Island, which do not contain a permanent residential dwelling. *14 July, 1990.*

All domestic pets (including, without limiting the generality of the foregoing, all cats and dogs), shall be kept on a leash, while on the properties owned in trust by the Association, and shall not be allowed to wander freely on the Island. *14 July, 1990.*

The owners of properties on Fawn Island shall keep their properties in a state of good repair, and free from all refuse or trash, and in the event that any property becomes neglected, abandoned, or unsightly due to the neglect of the owner to properly maintain the property, the Association, at its sole option, shall be entitled to enter the said property for the purpose of repairing, cleaning, or refurbishing such property, including, but not limited to, the cutting of grass or weeds located on the property, such work to be done at the expense of the owner thereof, and such costs to form a lien or charge upon the lands of the Owner, until such time as payment in full has been made to the Association. *14 July, 1990.*

No residential dwelling or property on Fawn Island shall be rented out or leased to any person who is not a member of the Association. *14 July, 1990.*

No fence, hedge, or other opaque boundary or fencing material in excess of three feet (3') in height shall be erected or maintained in such a way that it interferes with the view of the St. Clair River, of any surrounding landowner. All fences erected shall maintain a setback of at least twenty feet from every pathway owned by the Association, or seawall erected upon the Island. *14 July, 1990.*

Water from the Fawn Island system is not to be used for watering lawns, shrubs or trees. The water may be used for washing boats. *August, 1996.*

No disposal (which term shall include, sale or other transfer of possession of any kind, but shall except and exclude any testate or intestate succession, any mortgage or other encumbrance, and any sale, or other transfer of possession made to any member of the said Association or to any person related by blood or marriage to the disposer) of any part of said lands shall hereafter be made without giving notice as hereinafter set forth. On motion of Lucy Brooks, seconded by Dr. Cobb. "An owner's parcel shall not be sold or conveyed to any other than an individual qualifying as an owner or his or her spouse who may hold as joint



tenants without prior notice and approval in writing of the Island Council which approval may be refused if such sale or conveyance would appear not to be in the best interest of the Association." *Original Protective Agreement*.

The clubhouse rules are as follows:

1. Use of the clubhouse must be made in advance by contacting the FIOA Clubhouse Coordinator.
2. The use fee is \$25.00 per day or any portion of a day.
3. Groups of forty (40) or more require a \$200.00 advance deposit made out to the FIOA and must be paid in advance to the FIOA Clubhouse Coordinator or a Council member.
4. The member reserving the clubhouse is responsible for all cleaning which must be completed by noon the next day. Failure to do so will result in the caretaker assuming responsibility and the caretaker's charge will be deducted from the deposit. Members may arrange for the caretaker to clean at the member's expense.
5. Cleanup consist of:
  - Sweep and wash floor
  - Vacuum rug
  - Clean table tops and bottoms
  - Restack chairs
  - Clean all counters
  - Clean beer dispenser completely inside and outside and leave unplugged
  - Wash and put away dishes
  - Clean coffee pots and leave them on counter
  - Empty refrigerator and wipe up spills
  - Clean ovens
  - Wash and return dish towels
  - Close all windows
  - Lock doors and return key
    - Cleanup of any trash left outside of the clubhouse

The deposit will be returned after the clubhouse has been inspected.

Members are encouraged to use and donate books. The book shelves are located in the clubhouse hallway.

Members are requested to use and cleanup the clubhouse bathrooms as if they were their own at home.

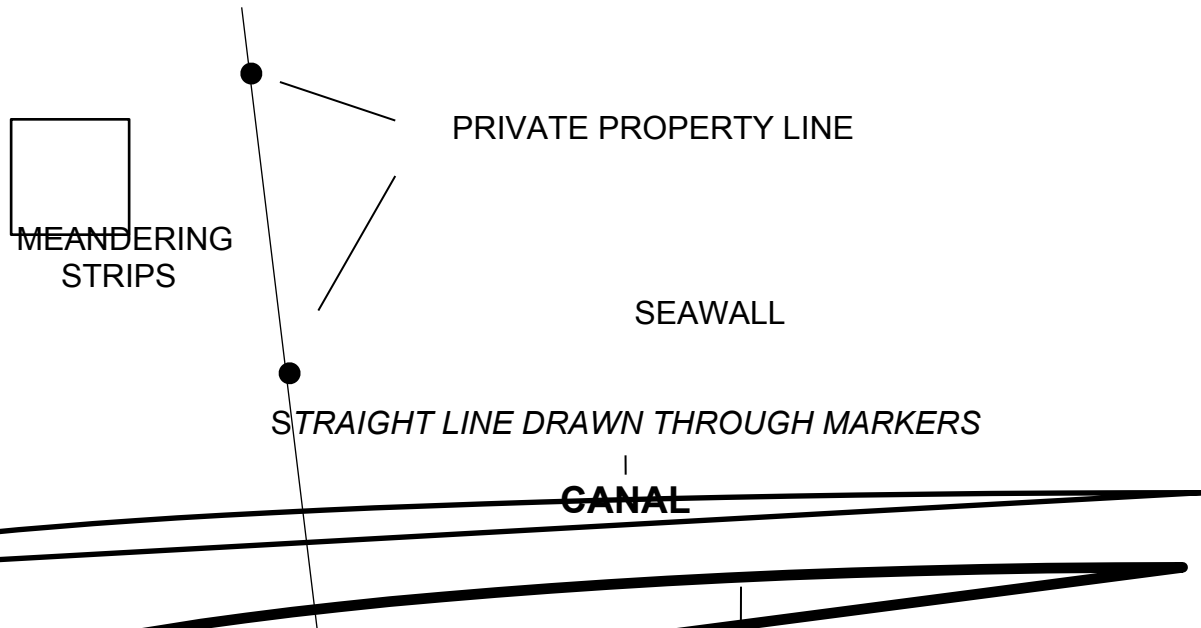
Wakes are not allowed in the canals.

Leaves, grass clippings and other refuse must not be dumped into the canals. Placing any refuse into the canals is a Federal offense, clogs the waterways and has a harmful impact on the Island's environment.

The meandering strips of FIOA property between the seawall and private property are for the exclusive use of the owners whose land abutts the meandering land, according to the Protective Agreement. Further, the method of determining the use of meandering areas shall be further defined by extending an imaginary straight line through an owners side boundary

markers (placed by licensed surveyors) through the seawall as illustrated below. Should there not be agreement between owners as to the side boundary, markers and straight line, then an owner may arrange and pay for a licensed surveyor, approved by the Council, to locate the private property markers and identify at which point the straight line passes through the seawall. Given a written copy of the surveyor's findings, The Council will determine which owner(s) has the benefit of the Association's meandering property held in trust. 18 May, 1996.

Side boundary markers (lot line)



Prior to making any disposal (as hereinbefore defined) the disposer shall furnish the Trustee or its successors with accurate particulars of the name, address, and occupation of the proposed disposee, which particulars shall forthwith be supplied to all members of the Association by personal delivery or regular mail; whereupon any two members of the Association may by joint notice in writing given within 15 days next after such mailing, require the disposer to supply full and accurate information as to the terms upon which the proposed disposal is to be made; which information the disposer shall forthwith in writing supply (or at his election, may abandon the proposed disposal and notify the inquiring members to such effect) and the said information shall be deemed an offer to dispose to such members upon the terms therein set forth, which offer may be accepted within 15 days after receipt thereof. It is understood that if no request for information is received by the disposer within fifteen days next after the original furnishing of information to the Trustee or its successors, or if the said offer to the inquiring members is not accepted within the time limited, the disposer may complete the proposed disposal according to its terms. On motion of Leonard Smith, seconded by Mrs. Hodgson. "On the death of an owner, the executor or administrator of the owner's estate shall notify the Island Council formally of such death, and the Island Council

shall be given correct documented evidence as to who the successor in title to the owner's parcel has been devised by will or by succession, and the Island Council shall have the right to approve the successor in accordance with paragraph 10 and 11 of the said agreement". (Amended September 3, 1972)

It is agreed that the parties hereto and all successive owners will cooperate in all good faith in carrying out the purposes of this agreement according to the true intent and meaning thereof, and that actions may be brought to enforce this agreement by the Trustee or Trustees herein referred to, or by any owner during this period of ownership of any such parcel, against any person liable to such action.

The lands to which this agreement relates are those set opposite the names and signatures of the parties hereto, being parts of Plan 24 for the Township of Sombra.

The parties hereto agree that the previous development agreement relating to the North part of said Island and deposited under the Custody of Documents Act in the Registry Office for the Registry of the County of Lambton as Number 98686, be and it is hereby rescinded and canceled.

The owners of the lands located on Fawn Island shall, in the event that they may install, repair, or replace any seawall upon their property, complete all such work within a period of ninety (90) days, or within a period agreed upon between the owner and the Association Council, from the date such installation, repair, or replacement work is commenced. Any such work not completed, including the backfilling, removal of debris, grading, seeding, or re-sodding of the site, and, at the sole option of the Association, be completed by the Association at the expense of the owner of such property, such cost to form a lien or charge upon the lands of the owner thereof, until such time as payment in full has been made to the Association. (Enacted July 14, 1990)

**July 21, 2012.**

**No piers, docks, ramps, boat houses, shelters or boat/watercraft lifts; in their entirety or partial, either permanent or temporary (or any structure lying within the definition of the terms above) are permitted on the perimeter of Fawn Island other than that approved by Fawn Island Council and a simple majority of the Association Members. A set of stairs for the assistance of swimmers or a floating platform (constructed of solid materials) is permitted (Enacted July 21, 2012).**

## **TOWNSHIP OF SOMBRA BY-LAWS**

*Effective 27 May, 1996 and at the request of the FIOA, The Township of Sombra established Fawn Island as a 'Restricted residential 1 (RR.1) zone. The following sections of the Sombra By-laws pertain to Fawn Island and are enforced by the Township of Sombra. Measurements shown in italics are for the convenience of readers and are not included in the Township By-laws.*

6.1

## RESTRICTED RESIDENTIAL 1 (RR.1) ZONE

### 6.1.1

#### Permitted Uses

- a) One-Family Dwelling
- b) Buildings, Structure and Uses Accessory to a Permitted Use.
- c) Outbuilding

### 6.1.2

#### Site Regulations

- a) Minimum Lot Area: 1860 square metres (*or 20,000 square feet*)
- b) Minimum Lot Width: 15.2 Metres (*or 50 feet*)
- c) Minimum Setbacks (other than Side Yards): 6 metres (*or 20 feet*) from any Lot Line abutting a Walkway or a Seawall
- d) Minimum Side Yard Width: 2.7 metres (both sides) (*or 9 feet*)
- e) Maximum Lot Coverage 35%

### 6.1.3

#### Building Regulations

- a) Maximum Building Height: 10 metres (*or 33 feet*)
- b) Minimum Ground Floor Area:
  - i) On Lots with 15.2 metres (*or 50 feet*) Lot Frontage or more: 93 square metres (*1,000 square feet*)
  - ii) On Lots with less than 15.2 metres (*50 feet*) Lot Frontage: 70 square metres (*753 square feet*)

### 6.1.4

#### Accessory Building and Outbuildings

- a) Maximum number permitted: 1 per lot
- b) Minimum Setbacks:
  - i) From Side Lot Lines: 1.5 metres (*or 5 feet*)

- ii) From a Walkway: 6 metres (*or 20 feet*)
- iii) From a Seawall: 7.3 metres (*or 24 feet*)
- c) Maximum Building Size: 18.6 square metres (*or 200 square feet*)
- d) Despite any other provision of this By-law to the contrary, the erection of a Boathouse is prohibited in the RR.1 Zone.
- e) Despite any other provision of this By-law to the contrary, an Outbuilding may be erected on a Lot in the RR.1 Zone without the prior presence of a Main Building on the same Lot.

#### 6.1.5

#### Special Provision

- a) Where a Lot exists and is held in separate ownership and such Lot has insufficient Lot Area and/or Lot Frontage to comply with this By-law, then this By-law shall not prevent the erection of a One-Family Dwelling thereon provided that all other provisions of this By-law are complied with and provided approvals for a private sewage disposal system and for a water supply have been obtained.

2. Section 18, 'Definitions' is hereby amended by adding the following definition immediately after the definition for "Open Storage"; "OUTBUILDING" shall mean a building or structure other than a Main Building, and may include a garage, garden shed, gazebo and the like."

*The following Township of Sombra By-laws pertain to all of the Township, including Fawn Island. Italics are used to provide further explanation and words in italics are not in the Sombra By-laws.*

*Dogs:* By-law No. 13 of 1989. Part III - Control of dogs.

7. No owner of a dog shall allow such dog to run at large within the Township of Sombra (*including Fawn Island*) at any time.

8. For the purposes of this by-law, a dog shall be deemed to be running at large when found in any place other than the premises of the owner of the dog and not on a lead by any person.

9. *Other sections of By-law 13 provide for impounded dogs and fines levied on dog owners for noncompliance.*

*Firearms:* By-law 21 of 1987.

#### 3. Prohibitions by Time and Place

No person shall emit or cause or permit the emission of sound resulting from any act listed in Table 3-1 if clearly audible at a point of reception located in an area of the municipality within a prohibited time shown for such an area.

Table 3-1

PROHIBITIONS BY TIME AND PLACE

Prohibited Period of Time	Residential Area	Agricultural Area
1. The discharge of firearms At all times	A	
2. The operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production, reproduction or amplification of sound.	A	A
2. The operation of any auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.	A	A

Prohibited Period of Times: A - 2300 ONE DAY TO 0700 NEXT DAY (or 11:00 p.m. to 7:00 a.m.)

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